

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Dennis Andresky, Parks & Recreation Director, 954 797-1151

**PREPARED BY:** Dennis Andresky, Parks & Recreation Director, 954 797-1151

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR WATER SAFETY INSTRUCTION AND EDUCATION

**REPORT IN BRIEF:** The Town has historically utilized an outside vendor for the provision of the Broward County funded Swim Central Program for the benefit of the community. The Town's Aquatic Division is now positioned as manager/provider of all Town aquatics program offerings. The requested agreement approval is needed in order for Town staff to conduct the Broward County funded Swim Central Program at the Town's two pool facilities. The program will be conducted by existing Town Aquatics staff during normal operational hours and will result in revenue to the Town from Broward County in the amount of approximately \$30,000 per year.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** Town Attorney

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments: Revenue to Town of up to \$30,000 per year.

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s)** Resolution, Broward County/Town of Davie Water Safety Instruction/Education Agreement, Town of Davie Certificate of Insurance for Broward County.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE  
MAYOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD  
COUNTY AND THE TOWN OF DAVIE FOR WATER SAFETY  
INSTRUCTION AND EDUCATION

WHEREAS, the Town desires to participate in the Broward County Swim Central Program to provide water safety instruction lessons for children ages six to fourteen years of age, adult water safety classes and water safety instructor certification classes; and

WHEREAS, Broward County will reimburse the Town up to Thirty Thousand Dollars for provision of said water safety instruction, education and certification services; and

WHEREAS, after consideration, the Town desires to authorize the Mayor to enter into said agreement on behalf of the Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. Hereby authorizes the Mayor to enter into an Agreement between Broward County and the Town of Davie For Water Safety Instruction/Education.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

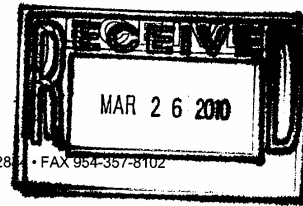
\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20010



PARKS AND RECREATION DIVISION • SWIM CENTRAL  
One N. University Drive, Suite 401 • Plantation, FL 33324 • 954-357-SWIM • TTY 954-537-2811 • FAX 954-357-8102

Winner of the National Gold Medal Award for Excellence in Park and Recreation Management  
Accredited by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA)



March 26, 2010

Dennis Andresky  
Department Director  
Town of Davie  
3801 S Pine Island Road  
Davie, FL 33328

Dear Mr. Andresky,

This letter serves to confirm that Broward County SWIM Central would like to enter into an Agreement for the reimbursement of SWIM Central lessons taught at the Pine Island Aquatic Center and the Betty Booty Pool. Two copies of the Agreement are enclosed for your reference. Mayor Judy Paul's signature will represent the Town of Davie, the organization that will be legally bound to all terms and conditions of the Agreement.

Once the Agreement is executed; I will need the following to get it approved by the County.

1. A signed Resolution by the Town of Davie agreeing to signed the Agreement.
2. A letter from risk management stating that the Town of Davie is self insured.

If I can be of any further assistance, please feel free to give me a call.

We look forward to working with you to improve the lives of Broward's children and families. Drowning is 100% preventable.

Sincerely,

Matthew Berman  
SWIM Central Director  
Broward County Parks and Recreation

Enclosure: Two Agreements to be executed.

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**THE TOWN OF DAVIE**

**for**

**WATER SAFETY INSTRUCTION/EDUCATION**

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**THE TOWN OF DAVIE**

**for**

**WATER SAFETY INSTRUCTION/EDUCATION**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make water safety instruction available to children in Broward County ages six (6) months to fourteen (14) years; and

WHEREAS, COUNTY desires to make water safety education classes available to adults residing in Broward County; and

WHEREAS, COUNTY desires to make water safety instructor certification classes available to the general public; and

WHEREAS, CONTRACTOR is willing to provide water safety instruction, adult water safety education, and water safety instructor certification classes as set forth herein this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

## ARTICLE I

### SCOPE OF SERVICES

- 1.1 CONTRACTOR shall furnish the water safety instruction to children in Broward County ages six (6) months to fourteen (14) years at the following locations:

Pine Island Aquatic Center - 3800 SW 92 Avenue, Davie, Florida 33328  
Betty Booth Pool - 4200 SW 61 Avenue, Davie, Florida 33314.

Services to be provided by CONTRACTOR are more specifically described in Exhibit "A," attached hereto and made a part hereof.

- 1.2 CONTRACTOR shall furnish water safety adult education classes to persons residing in Broward County at the following locations:

Pine Island Aquatic Center - 3800 SW 92 Avenue, Davie, Florida 33328  
Betty Booth Pool - 4200 SW 61 Avenue, Davie, Florida 33314.

Services to be provided by CONTRACTOR are more specifically described in Exhibit "A," attached hereto and made a part hereof.

- 1.3 CONTRACTOR shall furnish water safety instructor certification classes at the following locations:

Pine Island Aquatic Center - 3800 SW 92 Avenue, Davie, Florida 33328  
Betty Booth Pool - 4200 SW 61 Avenue, Davie, Florida 33314.

Services to be provided by CONTRACTOR are more specifically described in Exhibit "A," attached hereto and made a part hereof.

- 1.4 CONTRACTOR shall conduct a term of classes for the services described in Sections 1.1 - 1.3 above in such location(s) and times to be mutually agreed upon by the parties.

- 1.5 CONTRACTOR shall conduct all classes in a careful and responsible manner with due regard for the safety of the participants and others.

- 1.6 CONTRACTOR represents that it, or any persons assisting CONTRACTOR in the performance of services herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such services to COUNTY's satisfaction. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.



- 1.7 CONTRACTOR shall be solely responsible for securing the services of and compensating any other persons or other personnel as may be required to adequately and safely perform the services provided for herein.
- 1.8 CONTRACTOR shall be required to do either of the following prior to commencement of water safety instruction services under this Agreement: (i) require all participants (parent/legal guardian for minors) to sign a waiver and release of liability form on behalf of COUNTY which will be provided to CONTRACTOR by COUNTY's Contract Administrator or (ii) include COUNTY in CONTRACTOR's own waiver and release of liability form following approval of CONTRACTOR's form by the County Attorney's Office.
- 1.9 COUNTY and CONTRACTOR acknowledge and agree any procurement of services referenced herein during the term of this Agreement shall be within COUNTY's Director of the Parks and Recreation Division's procurement authority of Thirty Thousand Dollars (\$30,000.00). Any change or modification to the maximum amount of compensation to be paid to CONTRACTOR under this Agreement which exceeds the Parks and Recreation Division's procurement authority noted above shall be presented to the Board of County Commissioners for approval in the form of an amendment to this Agreement.

## ARTICLE 2

### COMPENSATION

- 2.1 CONTRACTOR shall register all students for the water safety instruction classes provided herein on the form provided by COUNTY. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, Three Dollars and Twenty Cents (\$3.20) per child per lesson. CONTRACTOR's monthly attendance sheet shall be submitted to COUNTY and COUNTY shall create the invoice required for payment for such services.
- 2.2 COUNTY and CONTRACTOR shall mutually agree to the fees to be charged for the adult education and the water safety instruction certification classes prior to the commencement of these services by CONTRACTOR. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, the agreed upon fees for the provision of adult education and water safety instruction classes following submission by CONTRACTOR of a proper invoice.
- 2.3 COUNTY agrees to pay CONTRACTOR within thirty (30) calendar days of receipt of the invoice for said services. Payment shall be made to CONTRACTOR in accordance with COUNTY's Prompt Payment Ordinance, (Sec. 1-51.6, Broward County Code of Ordinances) as may be amended from

time to time, and at the address specified in Article 9, "NOTICES" section of this Agreement.

- 2.4 The maximum amount of compensation to be paid by COUNTY to CONTRACTOR for services rendered under this Agreement shall be Thirty Thousand Dollars (\$30,000.00).

### ARTICLE 3

#### TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year from April 1, 2010, through March 31, 2011. This Agreement shall be automatically renewed for additional one (1) year terms under the same terms and conditions contained herein unless either party elects not to renew this Agreement by providing the other party with sixty (60) days written notice as provided for in Article 9, "NOTICES" section of this Agreement. Continuation of this Agreement beyond the end of any fiscal year of COUNTY shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

### ARTICLE 4

#### TERMINATION OF AGREEMENT

- 4.1 The performance of services under this Agreement may be terminated immediately by either party when such party determines that it is in the best interest of the public health, safety and welfare. Such notice may be made verbally to the other party pursuant to Article 9, "NOTICES" section of this Agreement, and shall be promptly followed by written notice in accordance said Article. COUNTY shall be liable only for payment for work performed by CONTRACTOR prior to the effective date of such termination. The effective date of any termination under this Section shall be the date of receipt of notice from the terminating party.
- 4.2 Either party may terminate this Agreement for convenience by giving the other party sixty (60) days written notice as provided for in Article 9 herein. The effective date of any termination under this Section shall be the date of receipt of written notice from the terminating party.

### ARTICLE 5

#### INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be by employees, agents or approved subcontractors

of CONTRACTOR and subject to supervision by CONTRACTOR. In providing such services, neither CONTRACTOR nor its employees, agents or approved subcontractors shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

#### ARTICLE 6

##### LIABILITY

CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### ARTICLE 7

##### INSURANCE

CONTRACTOR is a state agency or subdivision as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish COUNTY's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

#### ARTICLE 8

##### NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 8.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms

and conditions of employment, training (including apprenticeship), and accessibility.

- 8.2 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, gender identity and expression, pregnancy, sexual orientation (Broward County Code, Chapter 162), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 8.3 CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

#### ARTICLE 9

##### NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### FOR COUNTY:

Dan West, Director  
Broward County Parks and Recreation Division  
950 Northwest 38th Street  
Oakland Park, Florida 33309

##### FOR CONTRACTOR:

Judy Paul, Mayor  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

## ARTICLE 10

### FINANCIAL STATEMENTS/MANAGEMENT LETTERS

- 10.1 CONTRACTOR, shall provide two (2) copies of CONTRACTOR's audited financial statements consisting of Balance Sheets, Statement of Operations, Statement of Changes in Fund Balances, Statement of Cash Flows, any management letter(s) thereby generated as it relates to funding provided under this Agreement, and CONTRACTOR's response to any management letter(s). The audit of the financial statements shall be performed by an independent certified public accounting firm in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller of the United States.
- 10.2 CONTRACTOR shall provide to COUNTY's Contract Administrator three (3) copies of a special report prepared by an independent certified public accountant, or by CONTRACTOR's internal auditor or Finance Director if no internal auditor exists, on the following elements. The special report shall show all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY.
- 10.3 If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be a review and contain a report on the reports required by this Agreement from the financial records of CONTRACTOR in accordance with the normal internal audit procedures of CONTRACTOR. The special report is to be filed with CONTRACTOR's governing body.
- 10.4 CONTRACTOR shall submit two (2) copies of the financial statements described in Section 10.1 above, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described in Section 10.2 above to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CONTRACTOR's fiscal years in which CONTRACTOR receives funds under this Agreement.

## ARTICLE 11

### MISCELLANEOUS

- 11.1 Amendment. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The parties agree to enter into an amendment to this Agreement in order to comply with the criminal background screening requirements placed on COUNTY pursuant to its agreement with the Children's Services Council for SWIM Central funding.
- 11.2 Assignment. CONTRACTOR shall not transfer, assign or subcontract the performance of services called for in this Agreement without the prior written consent of COUNTY.
- 11.3 Compliance with Laws. CONTRACTOR shall, without additional expense to COUNTY, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the services specified herein.
- 11.4 Third Party Beneficiaries. Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 11.5 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall

comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

- 11.6 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Board of County Commissioners shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 11.7 Waiver of Breach and Materiality. Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 11.8 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 11.9 Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 11.10 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no

commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 11.11 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 11.12 Contract Administrators. The Contract Administrators for this Agreement are the Parks and Recreation Division Director or designee for COUNTY, and CONTRACTOR's City Manager or designee for CONTRACTOR. In the implementation of the terms and conditions of this Agreement, as contrasted with matter of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators. For purposes of this Agreement, the term "COUNTY" used herein, as it relates to renewal or termination of this Agreement, shall mean action taken by the Director of COUNTY's Parks and Recreation Division.
- 11.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.
- 11.14 Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through the Director of its Parks and Recreation Division, authorized to execute same by the Board of County Commissioners pursuant to regulation 5.38F of the Broward County Administrative Code and the Town of Davie, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the Director,  
PARKS AND RECREATION DIVISION

\_\_\_\_\_  
By \_\_\_\_\_  
Director

\_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Insurance Requirements  
approved by County's  
Risk Management Division

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

By \_\_\_\_\_  
PATRICE M. EICHEN  
Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR WATER  
SAFETY INSTRUCTION**

CONTRACTOR

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Judy Paul, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM:

(CORPORATE SEAL)

By \_\_\_\_\_  
Town's Counsel

PME:gmb  
03/25/10  
blankgov.doc  
#10-115.15

|   |  |   |
|---|--|---|
| <b>CERTIFICATE OF COVERAGE</b>  |  | ISSUED ON: 2/16/2010  |
| COVERAGE PROVIDED BY: <b>PREFERRED GOVERNMENTAL INSURANCE TRUST</b>   |  |   |
| PACKAGE AGREEMENT NUMBER: PX2FL1 0062701 09-04  |  | COVERAGE PERIOD: 10/1/2009 TO 10/1/2011 12:01 AM  |
| <b>COVERAGES:</b> This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.  |  |   |
| Mail to: Certificate Holder<br>Broward County Board of County Commissioners<br>Parks and Recreation<br>950 NW 38th Street<br>Oakland Park, FL 33309   |  | Designated Member<br><b>Town of Davie</b><br>6591 Orange Dr.<br>Davie, FL 333143348   |
| <b>LIABILITY COVERAGE</b><br><b>X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury</b><br>Limit \$1,000,000 / \$10,000,000      \$0 Deductible<br><b>X Public Officials Liability</b><br>Limit \$1,000,000      \$5,000 Deductible<br><b>X Employment Practices Liability</b><br>Limit \$1,000,000      \$5,000 Deductible<br><b>X Employee Benefits Liability</b><br>Limit \$1,000,000 / \$10,000,000      \$0 Deductible<br><b>X Law Enforcement Liability</b><br>Limit \$1,000,000      \$25,000 Deductible |  | <b>WORKERS' COMPENSATION COVERAGE</b><br><b>WC AGREEMENT NUMBER:</b><br><br><b>X Self Insured Workers' Compensation</b><br>\$350,000 Self Insured Retention<br><b>Statutory Workers' Compensation</b><br><br><b>X Employers Liability</b><br>\$1,000,000 Each Accident<br>\$1,000,000 By Disease<br>\$1,000,000 Aggregate Disease   |
| <b>PROPERTY COVERAGE</b><br><b>Buildings &amp; Personal Property</b><br>Limit<br><i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i><br><b>Rented, Borrowed and Leased Equipment</b><br>Limit<br><b>All other Inland Marine</b><br>Limit   |  | <b>AUTOMOBILE COVERAGE</b><br><b>Automobile Liability</b><br>Limit \$1,000,000      \$0 Deductible<br>X All Owned<br>Specifically Described Autos<br>X Hired Autos<br>X Non-Owned Autos<br><br><b>Automobile Physical Damage</b><br>X Comprehensive See Schedule for Deductible<br>X Collision See Schedule for Deductible<br>X Hired Auto with limit of \$35,000<br><br><b>Garage Keepers</b><br>Liability Limit<br>Liability Deductible<br>Comprehensive Deductible<br>Collision Deductible |
| NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.   |  |   |
| Description of Operations/ Locations/ Vehicles/Special items:   |  |   |
| Certificate holder is named as an additional covered party per the attached form PGIT 902 with respects to Swim Central lessons.  |  |   |
| <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>  |  |   |
| This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.  |  |   |
| Administrator<br><b>Public Risk Underwriters®</b><br>P.O. Box 966455<br>Lake Mary, FL 32795-8455  |  | CANCELLATIONS<br>SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES   |
| Producer<br><b>Public Risk Insurance Agency</b><br>P. O. Box 2416<br><br>Daytona Beach, FL 32115  |  | <br>AUTHORIZED REPRESENTATIVE   |
| PGIT-CERT (11/09) PRINT FORM  |  | 2/16/2010   |

## PUBLIC ENTITY

### AUTOMATIC ADDITIONAL COVERED PARTIES

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**X** **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury,"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

**X** **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, *Florida Statutes*.**